

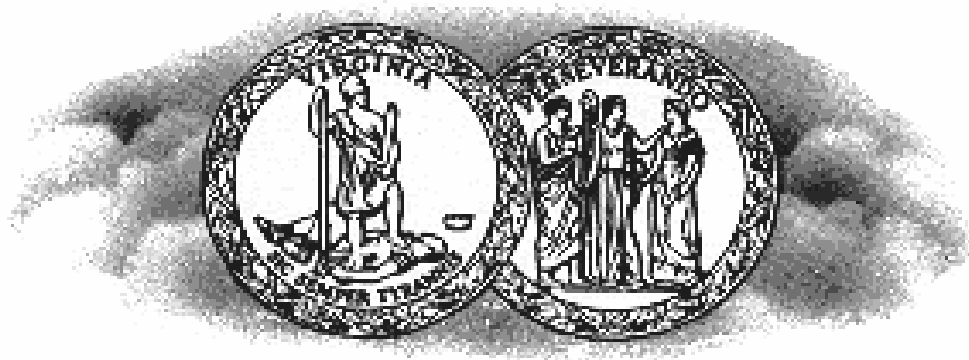
COMMONWEALTH OF VIRGINIA

STATE CORPORATION COMMISSION

Issued on behalf of the Division of Utility and Railroad Safety

Invitation For Bid # URS-08-007

Underground Utility Damage Prevention Education and Awareness Campaign



VIRGINIA STATE CORPORATION COMMISSION
TYLER BUILDING
PO BOX 1197
RICHMOND, VIRGINIA 23218-1197

Issue Date: 02/22/2008

Sealed Bids Shall be Received Until 2:00 PM, 03/14/2008

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia* § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

INVITATION FOR BIDS

Issue Date: TO BE INSERTED UPON APPROVAL TO ISSUE

Title: Underground Utility Damage Prevention Education and Awareness Campaign

Commodity Code: 91501

Issuing Agency: COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION
DIVISION OF UTILITY AND RAILROAD SAFETY
1300 E. MAIN STREET
RICHMOND, VIRGINIA 23219

Location: Tyler Building at 1300 E. Main Street

Period of Contract: From date of award through a 12 month period. (Renewable)

Sealed Bids Will Be Received Until 2:00 p.m. 03/14/2008, For The Goods/Services Described Herein And Then Opened In Public. Any bids received after that date and time shall be rejected.

All Inquiries for Information Should Be Directed to: JIM WARREN, VCO, State Corporation Commission, Phone: (804) 371-9581, fax: (804) 371-9836 or e-mail:

IF BIDS ARE MAILED, SEND TO:

IF BIDS ARE HAND DELIVERED, DELIVER DIRECTLY TO:

Jim S. Warren, VCO
State Corporation Commission
Office of Commission Comptroller
PO Box 1197
Richmond, VA 23218-1197

Jim S. Warren, VCO
State Corporation Commission
Office of Commission Comptroller
Tyler Bldg., 1300 E. Main St., 7th Floor
Richmond, VA 23219

In Compliance With This Invitation For Bids And To All The Conditions Imposed Therein, The Undersigned Offers and Agrees to Furnish the Goods/Services At The Price(s) and hours Indicated In Section IX, Pricing Schedule & Hours to Complete Scope of Work.

Name and Address Of Firm:

<p>_____</p> <p>_____</p> <p>_____</p> <p style="text-align: right;">Zip Code: _____</p> <p>FEI/FIN NO. _____</p> <p>Telephone Number: (____) _____</p> <p>FAX No: (____) _____</p>	<p>Date: _____</p> <p>By: _____</p> <p style="text-align: center;">(Signature in Ink)</p> <p>Name: _____</p> <p style="text-align: center;">(Please Print)</p> <p>Title: _____</p> <p>E-mail: _____</p>
---	---

PRE-BID CONFERENCE SCHEDULED FOR 03/03/2008, SEE SECTION V.

Is your company certified through the Virginia Department of Minority Business Enterprise as a small, woman, or minority owned business? If so complete and return Attachment D with your bid.

TABLE OF CONTENTS

I. PURPOSE: 4

II. BACKGROUND:..... 4

III. CONTRACTOR MINIMUM QUALIFICATIONS:..... 4

IV. SCOPE OF WORK/DESCRIPTION OF ITEMS (SPECIFICATIONS): 5

V. PRE-BID CONFERENCE 8

VI. GENERAL TERMS & CONDITIONS: 8

VII. SPECIAL TERMS AND CONDITIONS:12

VIII. METHOD OF PAYMENT:15

IX. PRICING SCHEDULE & HOURS TO COMPLETE SCOPE OF WORK:16

X. ATTACHMENTS:17

- I. **PURPOSE:** The State Corporation Commission ("Commission") is issuing this Invitation for Bids ("IFB"), on behalf of the Division of Utility and Railroad Safety (URS) for purposes of establishing a contract with an advertising firm to provide advertising services ("buys" with radio stations, etc.) to assist in promoting public awareness of the Virginia Underground Utility Damage Prevention Act.
- II. **BACKGROUND:** On January 1, 1995, the Commission was given legislative authority to support public awareness programs pursuant to the Virginia Underground Utility Damage Prevention Act ("Act"). In December 2000, the Virginia Statewide Education Executive Committee ("Committee") recommended the first statewide Underground Utility Damage Prevention and Education Awareness Campaign plan to the Commission. The plan was approved and implemented on May 1, 2001. This process has been completed in subsequent years with a goal to inform and educate those who excavate about the Act, the Commission's Rules for Enforcement of the Act ("Rules"), and safe digging practices through advertising a consistent damage prevention message:

Dig With **CARE**. Keep Virginia Safe!

- C** *Call Miss Utility @ 811 before you dig.*
- A** *Allow required time for marking.*
- R** *Respect the marks.*
- E** *Excavate carefully.*



On October 3, 2007, the Committee met to review the results of the 2007 campaign and recommend a plan to the Commission for 2008. The plan's primary objective is to maximize awareness of the C.A.R.E. message to a target audience of owners of excavating and contracting companies and their employees between 18 and 49 years of age that engage in excavation and demolition activities in Virginia, and to homeowners and occupants of properties. The campaign will concentrate on the heaviest construction and yard maintenance periods in Virginia, beginning in May and ending in September utilizing existing creative materials such as radio spots and print advertisements. Additionally, the 2008 plan includes the production of a 10-12 minute training video on the requirements of trenchless excavation as detailed in the Commission's Rules, a media relations campaign, and post campaign research. A further description of the campaign's scope of work is detailed in this IFB in *Section IV. Scope of Work/Description of Items (Specifications)*.

III. CONTRACTOR MINIMUM QUALIFICATIONS:

The Contractor and/or the staff assigned to the URS must have a minimum of five years experience providing advertising, promotions, market research, and public relations as a primary business to include the following:

- Planning and executing radio and newspaper advertising campaigns by researching syndicated audience data (i.e. Arbitron) to determine and verify audience delivery.
- Negotiating costs with media sources and purchase advertising.
- Fielding marketing research studies.
- Training video production.
- Media relations campaigns.

IV. SCOPE OF WORK/DESCRIPTION OF ITEMS (SPECIFICATIONS):

- A. The Contractor shall furnish all labor, supervision, facilities, equipment, and materials, to provide the following:

<u>Item</u>	<u>Budget</u>	<u>Scope of Work</u>
1.	\$320,000	<p>Radio Advertising: Based upon URS provided data, the Contractor shall recommend an effective radio advertising plan in the primary markets that best reach members of the <u>English and Hispanic</u> speaking target audience based on audience listenership data (i.e Arbitron).</p> <p>This plan shall include a secondary and <u>tertiary</u> market plan with radio stations affiliated with the Virginia News Network. For information only these markets in previous campaigns have included Charlottesville, Bristol, Harrisonburg, Lynchburg and the Roanoke areas.</p> <p>Additionally, the plan shall include radio advertising on Mark Viettes Beautiful Gardens Program.</p> <p>The Contractor's recommendation shall be submitted for review to the Commission's Division of Utility and Railroad Safety within five (5) business days of receiving the damage data. This recommendation must include the designated market areas, proposed stations, and the plan's reach, frequency, and number of gross rating points. The Contractor shall utilize syndicated audience listenership data (<u>i.e. Arbitron</u>) to determine and verify audience delivery. Once the Contractor's plan is approved, the Contractor shall implement the plan and purchase the buys.</p>
2.	\$13,000	<p>Print Advertising: The URS will furnish the Contractor with a list of approximately 300 Virginia high schools to contact, and arrange to buy an appropriate size black and white advertisement in the school's sporting event program such as football. These buys are for the 2008 and 2009 season.</p> <p>Additionally, the Contractor shall arrange to buy an appropriate size black and white advertisement in the <i>Hampton Roads Builders and Contractor Exchange Weekly</i> Bulletin for a <u>five month period</u>. The URS will designate the specific five months.</p>
3.	\$35,000	<p>Raceway Events: The Contractor shall coordinate with Langley, Old Dominion, South Boston, Southside, and Virginia Motor Speedways for the placement of a seasonal billboard (billboard art work provided by URS/size and raceway placement to be approved by URS) provided by the Contractor. The Contractor shall also arrange for the raceway to include a link on their Website to Miss Utility. The Contractor shall arrange for a sponsored Miss Utility race night that shall include: 1) Waiving of Green Flag by Miss Utility Representative or guest, 2) ID in all available advertising preceding the race and pre-post race news releases, 3) Victory Lane ID Banner (Supplied by Miss Utility), 4) 2-3 announcements per race (depending on caution flags), and 5) brochure placements on information booth. The sponsored Miss Utility race night event <u>shall not</u> include any prize money, free tickets, or VIP seating.</p>

Cont. from page 5.

<u>Item</u>	<u>Budget</u>	<u>Scope of Work</u>
4.	\$23,000	Training Video: The Contractor shall be responsible to hire a production company with experience in the production of construction/heavy equipment/excavating training videos, and coordinate the production of a 10 – 12 minute training video on the requirements of trenchless excavation detailed in the <u>Commission's Rules and additional best practices</u> . The rules are available @ http://leg1.state.va.us/cgi-bin/legp504.exe?000+reg+20VAC5-309-150 for review. It shall be necessary for this video to be produced in an English and Spanish language version. Local area subject matter experts, excavators and their equipment from Hampton Roads, and or Richmond, Virginia shall be made available to the production company for the purpose of filming in those local areas.
5.	\$25,000	Campaign Research: The Contractor shall arrange for post campaign research. The objective of the research is to gather data that provides the awareness and understanding levels of Virginia's C.A.R.E. message among the campaign's <u>target audience</u> consisting of owners of excavating and contracting companies and their employees between 18 and 49 years of age that engage in excavation and demolition activities in Virginia"
6.	N/A	Media Relations: URS will provide a C.A.R.E. media release package to the Contractor who shall initiate a statewide media relations campaign with newspapers, radio and television stations. Additionally, the Contractor shall be the liaison between any media sources and Commission staff should an opportunity arise for an interview.

The Contractor shall prepare and submit a monthly recap report to the URS by no later than the 15th day of each month that summarizes the previous month's campaign efforts, which shall include but may not be limited to the Contractor's cost, other costs associated with the campaign, and remaining campaign funds.

- B. Annual Advertising Budget – Year one is provided, thereafter the annual budget amount may increase or decrease. Each year prior to contract renewal, the new annual advertising budget will be provided to the Contractor. The total NOT-TO-EXCEED budget, not including Contractor hourly fees, to complete items in Section IV. A 1 – 5, including not-to-exceed 1% traffic/sizing fees is \$416,000. The cost to complete Item 6 is considered part of the Contractor's hourly fees included in *Section IX, Pricing Schedule & Hours to Complete Scope of Work*. The budget amounts are provided to demonstrate the amount to be expended in each category separate from the Contractor's hourly fees. The SCC reserves the right to increase or decrease individual budget amounts indicated in Section IV.A. items 1-5 as deemed necessary.

The Contractor shall invoice the Commission for the actual cost to complete the items indicated in 1 – 6 set out in IV, A., above based. Cost reimbursement shall be based on the Contractor providing the URS a correct itemized invoice with supporting documentation that includes a copy of the programming schedule (or in lieu of, an affidavit) that verifies advertisement run date(s) and time(s) for media buys, original invoices showing cost to the Contractor, tear or run sheets, Contractor's hourly rate and number of hours required to perform the service(s) within the number of Not-To-Exceed hours as indicated in *Section IX, Pricing Schedule & Hours to Complete Scope of Work*, and approved traffic/sizing charges associated with placing the media buys, not to exceed 1% of the applicable media buy. The Cost Reimbursement shall consist only of the exact, direct cost of such buys and traffic/production/sizing charges without any "mark-up" of any sort whatsoever.

- C. The Contractor, at no additional charge, may be asked by URS to attend stakeholder meetings at designated Virginia Location(s) to provide campaign summaries and make recommendations. The Contractor must be able to gather and prepare campaign information and provide it using various multimedia resources including but not limited to handouts, PowerPoint presentations, etc.

- D. The scope of the items set forth in Section IV.A. 1 – 5 may change with each campaign year depending upon the Underground Utility Damage Prevention and Education Awareness Campaign plan developed by the Virginia Statewide Education Executive Committee for each campaign year. The percentage of each media budget may increase or decrease or be removed completely. Such increase or decrease may also affect the Not-To-Exceed hours related to item 6. Therefore, the Commission reserves the right to adjust the Contractor's Not-To-Exceed hours stated in Section IX, Pricing Schedule, upon exercise of any contract renewal, based on the percent of increase or decrease in the annual advertising budget. Detailed below is an example of how such change could affect the Contractor's not-to-exceed hours:

Example 1 (Decrease in Annual Advertising Budget):

Item	1 st Yr Budget	Not-To-Exceed Hours	2 nd Yr Budget	Not-To-Exceed Hours	% Decrease
1. Radio	\$320,000	75	\$250,000	59	22%
2. Print	\$13,000	5	\$0.00	0	100%
3. Raceway	\$35,000	15	\$30,000	13	14.5%
4. Training Video	\$23,000	12	\$20,000	10.5	13%
5. Campaign Search	\$25,000	13	\$18,000	9.5	22%
Total	\$416,000.00	120	\$328,000.00	92	24%
6. Media Relations	Not Provided	10	Not Provided	7.5	24%
Total Not-To-Exceed Hrs.		130		99.5	24%

Example 2 (Increase in Annual Advertising Budget):

Item	1 st Yr Budget	Not-To-Exceed Hours	2 nd Yr Budget	Not-To-Exceed Hours	% Increase
1. Radio	\$320,000	75	\$350,000	81	8.5%
2. Print	\$13,000	5	\$15,000	5.5	13%
3. Raceway	\$35,000	15	\$35,000	15	0%
4. Training Video	\$23,000	12	\$23,000	12	0%
5. Campaign Search	\$25,000	13	\$25,000	13	0%
Total	\$416,000.00	120	\$448,000.00	126.5	7%
6. Media Relations	Not Provided	10	Not Provided	11	7%
Total Not-To-Exceed Hrs.		130		136.5	7%

V. OPTIONAL PRE-BID CONFERENCE:

An optional pre-bid conference will be held at 2:00 P.M., on 03/03/2008 at the 7TH Floor Conference Room. Bidders are requested to RSVP via email to: jim.warren@scc.virginia.gov no later than 5:00 PM, 02/29/2008, to indicate their intention to attend. The purpose of this conference is to allow potential bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a bid, bidders who intend to submit a bid are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

VI. GENERAL TERMS & CONDITIONS:

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their bids, bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bids, bids certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bids, bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their bids, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBS:** Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as non-responsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify non-responsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
- I. **CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT:**
1. **To Prime Contractor:**
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the Payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

a. A Contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*, *MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS*, *CLARIFICATION OF TERMS*, *PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. **QUALIFICATIONS OF BIDDERS:** The Commission may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Commission all such information and data for this purpose as may be requested. The Commission reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commission further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commission that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

M. **TESTING AND INSPECTION:** The Commission reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commission.

O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

a. By mutual agreement between the parties in writing; or

b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the Contractor's records and/or to determine the correct number of units independently; or

c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commission, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.

2. Employer's Liability - \$100,000.

3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

4. Automobile Liability - \$1,000,000 per occurrence.

R. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.

S. **DRUG-FREE WORKPLACE:** During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

T. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or Contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

U. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the Commission shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

VII. SPECIAL TERMS AND CONDITIONS:

A. **ADVERTISING** In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the State Corporation Commission will be used in product literature or advertising. The Contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.

B. **AUDIT:** The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

C. **AWARD OF CONTRACT:** The Commission will make the award on a Total Sum basis to the lowest responsive and responsible bidder by multiplying the Contractor's hourly rate by the total number of not-to-exceed hours bid in Section IX. The purchasing office reserves the right to conduct any test it may

deem advisable and to make all evaluations. The Commission also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.

- D. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for (60) days. At the end of the (60) days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
- E. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 120 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 120 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- F. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____	_____	_____
Name of Bidder/Offeror	Due Date	Time
_____	<u>IFB #URS-08-007</u>	
Street or Box Number	IFB No./RFP No.	
_____	Underground Utility Damage Prevention	
City, State, Zip Code	<u>Education and Awareness Campaign</u>	
	IFB/RFP Title	

Name of Contract/Purchase Officer or Buyer Jim Warren, VCO

The envelope should be addressed as directed on Page 2 of the solicitation.

If a bid/proposal not contained in the special envelope is mailed, the bidder takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid to be disqualified. Bids may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids should be placed in the envelope.

- G. **MINORITY/WOMEN-OWNED BUSINESSES SUBCONTRACTING AND REPORTING:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such business to small, minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the Contractor agrees to furnish the purchasing office the following information: name of firm, telephone number, total dollar amount subcontracted and type of product/service provided.
- H. **REFERENCES:** See Attachment A, Contractor Data Sheet for Bidders Qualifications, Years in Business and References.
- I. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for four (4) successive one-year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases in the Contractor's hourly fee may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the Other

Services category of the CPI-W section, Table 4, of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Other Services category of the CPI-W section, Table 4, of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

Note: The Commission reserves the right to adjust the Contractor's Not-To-Exceed hours as indicated in Section IV.D.

- J. **PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- K. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- L. **OWNERSHIP OF MATERIAL:** Any plan, ideas, and advertising materials created by the Contractor on the behalf of the SCC shall and will remain the property of the SCC, which will exercise free use of them as it deems necessary, whether or not these materials are copyrighted. Artwork and camera-ready copy created by the Contractor on behalf of the SCC subsequent to the award of contract belongs exclusively to the SCC. This artwork and camera-ready copy is the property of the SCC and shall be delivered to same in usable condition upon completion of the project. Any additional artwork, camera-ready copy, negatives, dies, photos, props and similar materials used to produce this job shall become the property of the SCC upon completion of the project.
- M. **COPYRIGHTS:** All copyrightable works created pursuant to this agreement shall be considered work made for hire and shall belong solely and exclusively to the SCC. If, despite the foregoing, the SCC is not deemed the author and initial owner of any copyrightable works created pursuant to this agreement, the Contractor agrees to irrevocably assign and does hereby irrevocably assign to the SCC the sole, exclusive, and complete copyright interest in such works, and Contractor shall execute and deliver such further documents as the SCC may reasonably request for the purpose of acknowledging, implementing, or recording, this assignment.
1. The Contractor agrees and warrants that no individual, other than regular employees of the Contractor or SCC working within the scope of their employment, shall participate in the creation of any copyrightable works to be delivered under this agreement, unless such individual and his or her employer, if any, have signed an intellectual property agreement satisfactory to the SCC before commencing such participation.
2. The Contractor hereby agrees that, notwithstanding anything else in this agreement, in the event of any breach of this agreement by the SCC, the Contractor's remedy shall not include any right to rescind or otherwise revoke or invalidate the provisions of this section. Similarly, no expiration or termination of this agreement by the SCC shall have the effect of rescinding, terminating, or otherwise invalidating the provisions of this section.
- N. **COPYRIGHT LIABILITY:** The Contractor shall hold and save harmless the SCC and its employees from liability of any nature or kind arising out of composition, software, trademark, service mark, secure process, patented invention, article or appliance furnished or used in the performance of any contract

resulting from the IFB. Contractor agrees to assume the defense of any and all such suits and pay the costs and expenses incidental thereto, subject to the right of the Commonwealth of Virginia to provide additional legal counsel at the Commonwealth's own expense.

VIII. METHOD OF PAYMENT:

- A. The Contractor will be paid on the basis of submitting a correct and itemized invoice no later than the 10th of the month following the preceding month in which services were provided. All invoices shall include the following:
- Programming Schedule (or in lieu of, an affidavit) that verifies media run date(s) and time(s).
 - Tear and run sheets to support all media buys.
 - Traffic and sizing charges not to exceed 1% of the applicable media buy.
 - Contractor's number of hours at the hourly rate bid in Section IX. required to perform service(s) within the Contractor's Not-To-Exceed hours, including the dates the hours cover (i.e. 3/1/08 to 3/31/08).
 - Original invoices of all advertising buys showing actual cost to the Contractor, including traffic/sizing charges.
- B. Payment terms are 30 days after receipt of proper invoice.
- C. Invoices shall be submitted to: State Corporation Commission
Division of Utility and Railroad Safety
PO Box 1197
Richmond, Virginia 23218

IX. PRICING SCHEDULE & HOURS TO COMPLETE SCOPE OF WORK:

- A. Pricing Schedule: The Contractor agrees to charge an hourly rate of \$_____, for the service provided to comply with Section IV., Scope of Work/Description of Items (Specifications).
- B. Hours to Complete Scope of Work: The Contractor agrees to complete the scope of work detailed in Section IV., Scope of Work/Description of Items (Specifications) within the NOT-TO-EXCEED number of hours shown below:

Note: The Not-to-Exceed Hours represents the maximum anticipated hours. Actual hours may be less based on the Contractors documented invoiced hours worked. The Commission expects Contractor to invoice for only the actual number of hours of effort required to perform specific requirements.

<u>Item</u>	<u>Not-To-Exceed Hours to Complete Scope of Work.</u>
1. Radio Advertising	_____
2. Print Advertising	_____
3. Raceway Events	_____
4. Training Video	_____
5. Campaign Research	_____
6. Media Relations	_____
TOTAL HOURS:	_____

- C. **TOTAL BID:** _____ (Not to Exceed Hrs x Hourly Rate)

X. ATTACHMENTS:

- A. Contractor Data Sheet
- B. Request for Taxpayer Identification Number and Certification
- C. Directions and Map of the Area
- D. Small, Woman or Minority Owned Business Certification

ATTACHMENT A

CONTRACTOR DATA SHEET
(To Be Completed by Bidder)

Bidder Overview:

1. Qualification of Bidder. The Bidder must have the capability and capacity in all respects to fully satisfy the contractual requirements.
2. Years in Business. Indicate the length of time in years _____ and months _____ you have been in business providing this type of service.

Experience must include providing advertising, promotions, market research, and public relations as a primary business to include the following:

- Planning and executing radio and newspaper advertising campaigns by researching syndicated audience data (i.e. Arbitron) to determine and verify audience delivery.
- Negotiating costs with media sources and purchasing advertising.
- Fielding marketing research studies.
- Training video production.
- Media relations campaigns.

3. Corporate Identity: Provide the identity of any parent corporation. Include:

Name: _____

Address: _____

Phone: _____

Fax: _____

FEIN or Tax ID No.: _____

Company Web Site: _____

Email: _____

Note: Also provide the identity of any subsidiaries, as applicable.

Financial Information:

4. Total Annual Revenue: State total annual revenue. Indicate the revenues associated with the provision of services relevant to your bid.
 - a. Dun and Bradstreet: Provide a Dun and Bradstreet Comprehensive Report of Bidder's financial information.
 - b. Annual Reports: Include your most recent annual report of Audited Financial Statements if you are a privately held entity.

References:

- c. Customer References. The Bidders must demonstrate a proven record of successfully providing services similar to those defined in Section IV. The references must be from past and/or current commercial or government accounts, including the SCC if applicable. The Bidder

shall provide three (3) references, with contact names, email addresses, phone numbers and service descriptions, which the SCC may use in reference checking. If your firm has provided the requested services to the SCC in the past, the SCC must be listed as a reference.

The SCC will make such reasonable investigations as deemed proper and necessary to determine the ability of a Bidder to perform the contract and these may include, but may not be limited to, reference checks and interviews. A Bidder should verify the reference information is current and up-to-date prior to submitting. Indicate whether any commercial, government or state insurance contracts have not been extended or have been cancelled for performance issues in the last three (3) years.

Attachment A (continued)

Organization/Co.: _____

Mailing Address: _____

Contact Person: _____

Phone No.: _____ Fax No.: _____

E-mail Address: _____

Length of Service (contract): _____

Organization/Co.: _____

Mailing Address: _____

Contact Person: _____

Phone No.: _____ Fax No.: _____

E-mail Address: _____

Length of Service (contract): _____

Organization/Co.: _____

Mailing Address: _____

Contact Person: _____

Phone No.: _____ Fax No.: _____

E-mail Address: _____

Length of Service (contract): _____

ATTACHMENT B

Form W-9 (Rev. January 2003) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
--	---	---

Print or type
See Specific Instructions on page 2.

Name
Business name, if different from above
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶
<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;">Address (number, street, and apt. or suite no.)</div> <div style="width: 40%;">Requester's name and address (optional)</div> </div>
City, state, and ZIP code
List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	Employer identification number
or	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a **nonresident alien** or a **foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate **Instructions for the Requester of Form W-9**.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note: You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is **not** required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

9. A futures commission merchant registered with the Commodity Futures Trading Commission;
10. A real estate investment trust;
11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
12. A common trust fund operated by a bank under section 584(a);
13. A financial institution;
14. A middleman known in the investment community as a nominee or custodian; or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note: See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at www.ssa.gov/online/ss5.html. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

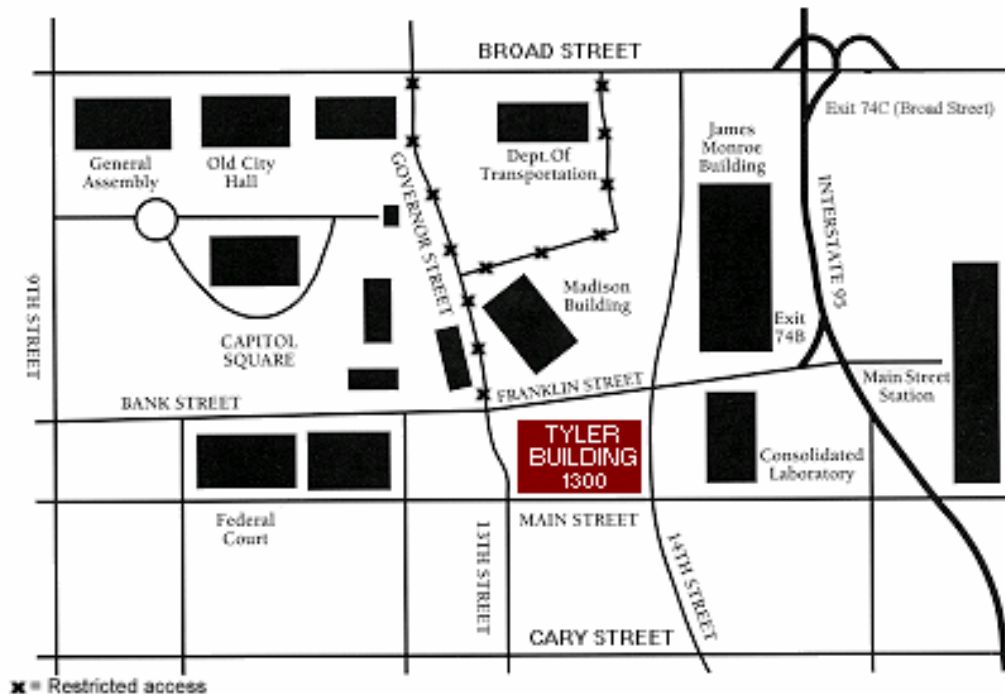
You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



ATTACHMENT C

Directions to the State Corporation Commission
 Located in the Tyler Building at 1300 East Main Street, Richmond, Virginia 23219

- **Approaching Richmond from the NORTH:** Take I-95 South into Richmond. Take the Franklin Street exit (74B). At the end of the exit ramp, take a right, drive two blocks. The Tyler Building is on the left - between Main and Bank streets.
- **Approaching Richmond from the WEST:** Take I-64 East to I-95 South into Richmond. Take the Franklin Street exit (74B). At the end of the exit ramp, take a right, drive two blocks. The Tyler Building is on the left - between Main and Bank streets.
- **Approaching Richmond from the EAST:** Take I-64 West to Richmond. Exit onto I-95 South, stay in right lane to the Franklin Street Exit (74B). At the end of the exit ramp, take a right, drive two blocks. The Tyler Building is on the left - between Main and Bank streets.
- **Approaching Richmond from the SOUTH:** Take I-95 North into Richmond. After crossing the James River, take the Broad Street Exit (74C). Stay in right lane onto ramp to 17th Street. Follow 17th Street to Broad Street intersection. Take a right on Broad Street and get in left lane. Make a left on 14th Street. Go two blocks. Take a right on Main Street. Tyler Building is on the right at the corner of 13th and Main.
- **From the RMA Downtown Expressway (Rt. 195):** - Take Rt. 195 South into Richmond (through 50-cent toll), and take the 7th/9th Street exit. After exiting, stay in left lane and take first left onto 7th Street. Go two blocks and take right onto Cary Street. Turn left on 14th Street. Go one block and turn left on Main Street. The Tyler Building is on the right at the corner of 13th and Main.



ATTACHMENT D

SMALL, WOMAN, OR MINORITY OWNED BUSINESS CERTIFICATION

If your company is certified through the Virginia Department of Minority Business Enterprise as a small, woman, or minority owned business please check the appropriate block below:

☐ **Small Business:** "Small business " means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.

☐ **Women-Owned Business:** Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

☐ **Minority-Owned Business:** Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

Minority Individual: "Minority individual" means an individual who is a citizen of the United States or a non-citizen who is in full compliance with United States immigration law and who satisfies one or more of the following definitions:

1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Marianas, the Philippines, a U. S. territory of the Pacific, India, Pakistan, Bangladesh or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
3. "Hispanic American" means a person having origins in any of the Spanish speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

Note: This information is for data gathering information purposes only and does not constitute a preference for contract award.